

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

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COLONIAL MEDICAL MANAGEMENT
CORP

CASE NUMBER 17-06925-BKT

DEBTOR(S)

CHAPTER 11

Response to Objection to Claim by Debtor

TO THE HONORABLE COURT:

NOW COMES SABIAMED, Claimant in the above captioned case, through the undersigned counsel very respectfully alleges and requests:

1. Debtor filed an objection to claim on September 17, 2018 on Claim number 8 filed by SABIAMED.
2. The basis for the objection is a single conclusory statement which is reproduced below:

Debtors object the claim because SABIAMED did not comply with the terms of the service contract. The system, including the use and licenses to implement the electronic medical record systems never worked even all the requests and claims by Debtor.

3. The objection of the claim filed by Debtor, on its face, has not presented enough evidence to overcome Claimant's prima facie evidence of validity as illustrated by the Federal Rules of Bankruptcy Procedure.
4. In accordance to Rule 3001 of the Federal Rules of Bankruptcy Procedure, Correctly filed proofs of claim "constitute prima facie evidence of the validity and amount of the claim.
5. To overcome this prima facie evidence, an objecting party must come forth with evidence which, if believed, would refute at least one of the allegations essential to the claim." See *Sherman v. Novak (In re Reilly)*, 245 B.R. 768, 773 (2d Cir. B.A.P. 2000).
6. If the objector does not "introduce [...] evidence as to the invalidity of the claim [...], the claimant need offer no further proof of the merits of the claim." 4 COLLIER ON BANKRUPTCY ¶ 502.02 (Alan N. Resnick & Henry J. Sommer eds., 16th ed. 2014).
7. The Bankruptcy Code provides that claims may be disallowed if "unenforceable against the debtor and property of the debtor, under any agreement or applicable law." See 11

U.S.C. § 502(b)(1). (our emphasis)

8. To determine whether a claim is allowable by law, bankruptcy courts look to "applicable nonbankruptcy law."
9. Claim number 8 filed by SABIAMED meets all the requirements set forth in Rule 3001 of the Federal Rules of Bankruptcy Procedure to constitute prima facie evidence of the validity and amount of the claim having provided a certified breakdown of the claim amount and having also included the basis for the claim, the contractual agreement between Debtor and SABIAMED.
10. Debtor's single conclusory statement without any other corroborating evidence of its assertion does not overcome the prima facie validity of the Proof of Claim.
11. Furthermore, Debtor's allegation is wholly incorrect as SABIAMED did comply with the Agreement between the parties.
12. Contracts in Puerto Rico are governed by the Civil Code of Puerto Rico. Article 1044 of the PR Civil Code provides: "[o]bligations arising from contracts have legal force between the contracting parties, and must be fulfilled in accordance with their stipulations." P.R. Laws Ann. Tit. 31 § 2994. Article 1207 of the PR Civil Code establishes: "[t]he contracting parties may make the agreement and establish the clauses and conditions which they may deem advisable, provided they are not in contravention of law, morals, or public order." P.R. Laws Ann. Tit. 31, § 3372.
13. With respect to the products, services offered contracted and provided to Colonial Medical Management Corporation (COMEDCO) the following modules were installed: ClinNet Emergency Room; ClinNet Electronic Medical Record; ClinNet Laboratory; ClinNet Radiology; ClinNet Registration ER and OPD; ClinNet Billing. Also, Sabiamed installed, configured and performed tests on the infrastructure of the COMs on the server, from the database (SQL) on the server and created the users on the Domain (COMEDCO).The above was put into operation on June 3, 2013. Sabiamed also provided technical support at the facility during the implementation of the program from June 3, 2013 to June 7, 2013 and after the implementation, Sabiamed offered support and technical support 24/7 via telephone or email HelpStar. **See Attachment #1 – Unsworn Statement.**
14. Therefore, Sabiamed provided the products acquired by Debtor and rendered all services required under the Agreement. Sabiamed has also complied with Debtor's service requests

as shown by attached call log. See Attachment #2.

15. Comedco never informed Sabiamed of any circumstance that would constitute a material breach under the Agreement. Therefore, SABIAMED complied with all the terms of the Agreement between the parties and Debtor did not allege any action that would have constituted a material breach of the contract. Consequently, Debtor's objection to Claim number 8 should be denied on its face as well as on the merits.

WHEREFORE Claimant requests from this Honorable Court to deny Debtor's Objection to Claim number 8, with such relief which is just and proper.

RESPECTFULLY SUBMITTED

In Caguas, Puerto Rico on this Wednesday, October 17, 2018.

Notice

Within fourteen (14) days after service as evidenced by the certification, and an additional three (3) days pursuant to Fed. R. Bank. P. 9006(f) if you were served by mail, any party against whom this paper has been served, or any other party to the action who objects to the relief sought herein, shall serve and file an objection or other appropriate response to this paper with the clerk's office of the United States Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the paper will be deemed unopposed and may be granted unless: (i) the requested relief is forbidden by law; (ii) the requested relief is against public policy; or (iii) in the opinion of the court, the interest of justice requires otherwise.

I HEREBY CERTIFY that the foregoing motion has been electronically filed through CM/ECF electronic filing system which will serve the same to all parties in interest.


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Statement under Penalty of Perjury

I, Engels Sosa Ventura, of legal age, Practice Manager of Sabiamed Corporation, under penalty of perjury under Federal law declare as follows:

1. I am of the personal circumstances described above.
2. That on May 3rd, 2012, Sabiamed Corporation and Colonial Medical Management Corporation ("COMEDCO") engaged in the agreement included in the Proof of Claim, Case No. 17-06925BKT.
3. I hereby certify in relation to the products, services offered contracted and provided to Colonial Medical Management Corporation (COMEDCO) that:
 - (1) The following modules were installed: ClinNet Emergency Room; ClinNet Electronic Medical Record; ClinNet Laboratory; ClinNet Radiology; ClinNet Registration ER and OPD; ClinNet Billing.
 - (2) Sabiamed installed, configured and performed tests on the infrastructure of the COMs on the server, from the database (SQL) on the server and created the users on the Domain (COMEDCO).
 - (3) The above was put into operation on June 3, 2013.
 - (4) Sabiamed also provided technical support at the facility during the implementation from June 3, 2013 to June 7, 2013.
 - (5) After the implementation, Sabiamed offered support and technical support 24/7 via telephone or email HelpStar.
4. Therefore, Sabiamed provided the products acquired by Debtor and rendered all services required under the Agreement.
5. Sabiamed has also complied with all of Debtor's service requests as shown by attached call log.
6. Comedco never informed Sabiamed of any circumstance that would constitute a material breach under the Agreement.
7. Therefore, Sabiamed complied with all the terms of the Agreement between the parties and Debtor. The debtor owes the amounts certified in the proof of claim.

In witness thereof, I provide this declaration under penalty of perjury, that the foregoing is true and correct to the best of my knowledge and belief and sign this statement under penalty of perjury.

In Caguas, Puerto Rico, on October 17, 2018,


Engels Sosa Ventura

117925	Instalacion	Dispatch	Indi Chaparro	CDT Afasco	Salud	Closed	09/17/2012 1:18 PM
117926	llevarse computadoras	Dispatch	Indi Chaparro	CDT Afasco	Salud	Closed	09/17/2012 1:20 PM
135284	Solicitud Activación	Inbox\Carlos Vaca	David Alcoa	CDT Afasco	Billing	Closed	05/23/2013 1:15 PM
136174	ForCall Situaciones CDT Afasco	Inbox\Jesue Sanchez Sanchez	Peter Hernandez	CDT Afasco	System Wide Problem	Closed	06/09/2013 10:59 AM
136230	CDT Afasco Cambios en US-04	Dispatch	Elvin Santiago	CDT Afasco	Billing	Closed	06/10/2013 1:46 PM
136234	CDT Afasco Cambios en forma ems1500	Inbox\Vermin Frachetti	Elvin Santiago	CDT Afasco	Billing	Closed	06/10/2013 1:59 PM
136252	facturacion secundaria afasco	Dispatch	Erving Santiago	CDT Afasco	Billing	Closed	06/10/2013 4:41 PM
136635	Clinet Frizado	Dispatch	Peter Hernandez	CDT Afasco	Emergency Room	Closed	06/17/2013 1:51 PM
136711	CDT Afasco - Triage	Inbox\Ana Claribel Quiroz	Bethzaida Ruiz	CDT Afasco	Emergency Room	Closed	06/18/2013 11:32 AM
136737	Reporta que se fue la luz y al volver se bloqueo la computadora y no se saben el password .	Dispatch	Anidel Cortes	CDT Afasco	Emergency Room	Closed	06/18/2013 3:42 PM
137838	CDT Afasco Reportes	Dispatch	Jose A. Vargas (Afasco)	CDT Afasco	Laboratory	Closed	07/07/2013 4:33 PM
139387	llamada Oncall CDT Afasco	Inbox\Jesue Sanchez Sanchez	Bethzaida Ruiz	CDT Afasco	Emergency Room	Closed	08/03/2013 11:04 AM
140374	CDT Afasco Reporte Compromisos de pago CDT Afasco	Inbox\Armando Gonzalez	Brenda Duran	CDT Afasco	Billing	Closed	08/16/2013 8:17 AM
140411	CDT Afasco Activaciones CDT Afasco	Inbox\Ana Claribel Quiroz	David Alcoa	CDT Afasco	Billing	Closed	08/16/2013 1:56 PM
140454	CDT Afasco - Cuando se aplica el descuento daña los balance	Inbox\Carlos Vaca	Elvin Santiago	CDT Afasco	Billing	Closed	08/19/2013 8:05 AM
140535	CDT Afasco Activación Internacional	Inbox\Jose Melendez	David Alcoa	CDT Afasco	Billing	Closed	08/19/2013 5:25 PM
140537	CDT Afasco Activación Reforma SSS	Inbox\Carlos Vaca	David Alcoa	CDT Afasco	Billing	Closed	08/19/2013 5:27 PM
140538	CDT Afasco Activación Prossam	Inbox\Carlos Vaca	David Alcoa	CDT Afasco	Billing	Closed	08/19/2013 5:31 PM
140539	CDT Afasco activación MCS Comercial	Inbox\Ana Claribel Quiroz	David Alcoa	CDT Afasco	Billing	Closed	08/19/2013 5:34 PM
140540	CDT Afasco Activación Cigna Preferred	Inbox\Ana Claribel Quiroz	David Alcoa	CDT Afasco	Billing	Closed	08/19/2013 5:36 PM
140520	CDT Afasco Activación varios seguros	Inbox\Ana Claribel Quiroz	David Alcoa	CDT Afasco	Billing	Closed	08/19/2013 5:51 PM
140856	inactivar tarifa internacional RX- Interpretación Seguro 26 EGY	Waiting Customer Information	Elvin Santiago	CDT Afasco	Billing	Closed	08/22/2013 3:51 PM
140899	Llamada Oncall Afasco	Inbox\Carlos Vaca	Elvin Santiago	CDT Afasco	Billing	Closed	08/23/2013 10:54 AM
140900	Llamada Oncall CDT Afasco	Inbox\Armando Gonzalez	Brenda Duran	CDT Afasco	User Maintenance	Closed	08/24/2013 11:56 PM
141153	CDT Afasco carta autorización limpieza pantallas	Inbox\Armando Gonzalez	Anidel Cortes	CDT Afasco	Laboratory	Closed	08/25/2013 7:35 AM
145160	No corrio billing CDT Afasco	Marlier Canino - Dev	David Alcoa	CDT Afasco	Serv.Reg. - Software	Closed	08/29/2013 7:17 PM
145452	Añadir Opciones	Inbox\Carlos Vaca	David Alcoa	CDT Afasco	Billing	Closed	10/23/2013 12:44 PM
145453	Definir como requerido el tipo de Registro en Pantalla Man de Registro	Inbox\Ana Claribel Quiroz	Erving Santiago	CDT Afasco	User Maintenance	Closed	10/28/2013 11:46 AM
145728	Instalar clinnet PC CDT Afasco	Inbox\Ana Claribel Quiroz	Brenda Duran	CDT Afasco	Billing	Closed	10/28/2013 3:11 PM
155412	Forma 1500 02-12 CDT Afasco	Pending Software Upgrades	Anidel Cortes	CDT Afasco	Emergency Room	Closed	10/31/2013 3:54 PM
					Sabamed Internal	Closed	